

JTR Connect

TERMS AND CONDITIONS | AUG 2019



J Trust Royal Bank Internet Banking – Corporate

Terms and Conditions

1. APPLICATION

1.1 This document constitutes a Service Schedule as referred to in the Conditions. The provisions of this Service Schedule apply where the Bank provides the applicable Service to the Customer.

1.2 This Service Schedule supplements the Conditions. Unless defined in this Service Schedule, capitalised terms used in this Service Schedule have the meanings given to them in the Definitions Schedule.

2. HOST-TO-HOST SERVICE

2.1 In the circumstances where the Customer is permitted to send an Instruction via Host-to-Host without the need for a Credential, the Customer agrees it will not send any such Instruction in relation to an Account until it has been internally approved by the relevant Authorised Person appointed to use and operate that Account.

3. SWIFT MESSAGING SERVICE

In connection with any SWIFT Messaging Service:

3.1 the Customer shall only send SWIFT Messages to the Bank in the format agreed with the Bank;

3.2 the Customer agrees that the Bank may forward the SWIFT Message it receives to the relevant Bank Group Member for processing;

3.3 the Customer shall exercise reasonable skill and care in the use of the SWIFT Messaging Services;

3.4 the Customer shall monitor its use of the SWIFT Messaging Services;

3.5 the Customer shall not use the SWIFT Messaging Services to send a SWIFT Message prohibited by applicable Law;

3.6 (except to the extent expressly agreed by the Bank) the Customer shall only use the SWIFT Messaging Services for its own confidential internal use and, in particular, the Customer will not (i) grant any third party access to the SWIFT Messaging Services; (ii) use the SWIFT Messaging Services on behalf of, or for the benefit of, any third party;

3.7 the Customer warrants and represents that it is and will throughout the term of the Agreement remain an Authorised SWIFT User;

3.8 the Customer shall, as an Authorised SWIFT User, comply with all requirements relating to the SWIFT Messaging Services, including security requirements and requirements relating to SWIFT Messages set out in the SWIFT Agreement and the SWIFT Documentation;

3.9 the Customer (i) shall at all times comply with the Bank's requirements as set out in the User Guides, and such reasonable instructions and recommendations as the Bank provides to the Customer from time to time in relation to the use of the SWIFT Messaging Services; and (ii) confirms that it has assessed the security arrangements relating to its access to and use of the SWIFT Messaging Services and concluded that they are adequate to protect its interests;

3.10 the Customer shall immediately notify the Bank if it becomes aware of or suspects any breach or compromise of the security of the SWIFT Messaging Services providing full details of the breach or compromise, including but not limited to the identity of any person responsible for the breach or compromise;

3.11 the Customer shall (save to the extent prohibited by any applicable Law or regulatory obligation, contractual obligation or confidentiality undertaking):

(a) fully and promptly co-operate with any reasonable steps taken by the Bank to investigate and/or rectify any apparent or

suspected breach or compromise of the security of the SWIFT Messaging Services which is reported under clause 3.10 or otherwise comes to the attention of the Bank, including

providing such further information regarding the apparent breach or compromise as the Bank may reasonably request; and

(b) promptly provide the Bank with such information as it reasonably requests in writing to assist the Bank in the performance of its obligations under any SWIFT Agreement, provided always that the Customer shall pay all costs of and incidental to the investigation, rectification and performance under this clause 3.11.

3.12 the Customer shall ensure that any Instruction included in any SWIFT Message sent to the Bank fully and accurately reflects the advice, request, Instruction or communication intended to be provided to the Bank by the Customer;

3.13 the Customer authorises:

- (a) the Bank, to treat as accurate, authentic and properly authorised, rely upon and implement any Instruction in a SWIFT Message received by the Bank which originates (or appears to originate) from the Customer; and
- (b) the Bank to process each such Instruction, provided that, subject to clause 3.14, the Bank takes such steps as are mandated at the time by the SWIFT Documentation with a view to establishing that the SWIFT Message has been sent by the Customer; and the Customer acknowledges (and, where relevant, shall ensure that each other Authorised SWIFT User acknowledges) that the Bank is not obliged to verify such authorisation, authenticity or integrity, save in the case of manifest error or where the Bank has actual knowledge of the fraud;

3.14 in determining the steps to be taken with a view to establishing that a SWIFT Message has been sent by the Customer:

- (a) no regard shall be had to any steps, or any information provided with the SWIFT Message, which go beyond what is mandated at the time by the SWIFT Documentation and User Guides, as applicable, with a view to identifying the Customer as the sender of the SWIFT Message; and
- (b) the Bank is not required to make any subjective judgement as to the appropriateness of the SWIFT Message or any accompanying signature or certificate or otherwise;

3.15 without prejudice to clauses 3.12 and 3.14 above, the Bank is not obliged to act on an Instruction, or to treat an Instruction as accurate, authentic or authorised, if:

- (a) the SWIFT Message through which that Instruction is provided does not meet the requirements of the SWIFT Documentation or the User Guides or otherwise appears not to have been prepared or sent in accordance with this Service Schedule;
- (b) the Bank considers that the forwarding or execution of that Instruction may place the Bank in breach of any applicable Law, Sanction or requirement of any competent Authority; or
- (c) the Bank reasonably suspects that the SWIFT Message in which that Instruction was received by the Bank may not (i) fully and accurately reflect an advice, request, Instruction or communication that the Customer or relevant Authorised SWIFT User intended to give to the Bank; or (ii) have been given in accordance with the Customer's authorization procedures. Save to the extent prevented by applicable Law, the Bank shall notify the Customer without undue delay if, under this clause 3.15, it does not forward or action an Instruction;

3.16 in respect of the MACUG Services, the Bank will perform its obligations in accordance with the SWIFT Documentation. The Bank has the right, in its sole discretion, to determine the SWIFT Messaging Services available through the MACUG Service, set rules, service parameters and eligibility criteria for the MACUG Service;

3.17 the Customer acknowledges that the provision of the SWIFT Services is reliant on the availability of the SWIFT Messaging Services provided by SWIFT. Without prejudice to the Bank's rights to suspend

or any other rights under the Agreement, the Bank may suspend the Customer's use of the SWIFT Services if:

- (a) SWIFT suspends or changes its services and products in accordance with the SWIFT Documentation;
- (b) suspension is necessary for the purpose of (routine or emergency) maintenance; or
- (c) for security or technical reasons use of the SWIFT Messaging Service is impossible or cannot be achieved without unreasonable cost to either party;

3.18 without prejudice to the Bank's rights to terminate or any other rights under the Agreement, the Bank may immediately and without notice terminate the Customer's use of the SWIFT Services if:

- (a) the Customer is no longer an Authorised SWIFT User, subject to any grace period for migration under the SWIFT Documents expiring;
- (b) SWIFT has ceased to provide, and not resumed providing the SWIFT Messaging Services under the SWIFT Documentation; or
- (c) SWIFT, in exercise of its rights under the SWIFT Documentation has required either the Customer or the Bank to terminate the SWIFT Services; and

3.19 in respect of the MACUG Service, the Customer acknowledges and agrees:

- (a) the Bank may request SWIFT to withdraw the Customer or another Authorised SWIFT User from the MACUG Service or terminate the MACUG Service; and
- (b) the Customer may terminate the Customer's use of the MACUG Service on notice in accordance with the SWIFT Documentation

4. MOBILE APPS

4.1 In connection with any Mobile Apps the Customer:

- (a) and the Customer's Authorised Persons may incur data and/or other telecommunications usage charges from an internet and/or telecommunications service provider ("Data Charges") for downloading, streaming or using any content accessed via a Mobile Device in respect of a Bank App. The Bank is not responsible for any Data Charges incurred by the Customer or the Customer's Authorised Persons in connection with the use of a Bank App. The Customer must check the Customer's internet or telecommunications service provider for the Data Charges that may apply;

2 (b) acknowledges that data downloads and Bank App performance will vary depending on the data plan with the relevant internet and/or telecommunications service provider; (c) consents to the Customer's Authorised Person activating "push notifications" on the Bank App and for the Bank to send "push notifications" to the Customer's Authorised Person; and (d) consents to the Customer's Authorised Person accessing their address book on their Mobile Device within the Bank App. The Customer must notify the Customer's Authorised Person that by consenting to access their address book on their Mobile Device within the Bank App, the Bank has been given authority to access their address book and for the Bank App to use the data in their address book to initiate phone calls.

4.2 The Customer acknowledges and agrees, for usage and security reasons:

- (a) each Bank App session will expire after a certain time of inactivity and the Customer's Authorised Person will be logged out;
- (b) if the Customer's Authorised Person exits the Bank App for any reason, they will be logged out; and
- (c) the Customer or the Customer's Authorised Person may experience a reduced level of service on a Bank App caused by a third party (including without limitation an internet and/or telecommunications service provider).

4.3 The Customer will ensure that the Customer and the Customer's Authorised Persons:

- (a) take all steps necessary to stop unauthorised use of a Bank App;

(b) immediately notify the Bank upon becoming aware or suspecting that a Mobile Device with a Bank App may be lost or stolen or the security compromised;

(c) only install and download approved applications on a Mobile Device with a Bank App other than those available from an application store compatible with that Mobile Device, and the Customer agrees that the Customer will not override the software lockdown on such Mobile Device (i.e. jailbreak a Mobile Device); and (d) download all new versions of the Bank App and cease use of the old version when notified to do so from an application store.

4.4 In addition to the liability provisions set out elsewhere in the Agreement, the Bank is not liable for any Loss that the Customer may suffer as a result of any unauthorised person accessing and using a Bank App on any Mobile Device.

4.5 The Customer acknowledges that the Agreements are between the Bank and the Customer, and not the Bank App Distributor. The Customer is given a non-transferable licence to use a Bank App on the Customer's Mobile Device in accordance with this Agreement and the Bank App Distributor rules (if any) which can be found in the application store of the Bank App Distributor's terms of service.

4.6 Subject to this Agreement, the Bank is solely responsible for the Bank App and the Bank App Distributor is not responsible for the Bank App in any way. To the maximum extent permitted by Law, the Bank App Distributor has no warranty obligations whatsoever with respect to the Bank App. The Customer agrees that the Bank, and not the Bank App Distributor, is responsible for:

(a) addressing any claims by the Customer or a third party in relation to the use of the Bank App, including but not limited to product liability claims, claims that the Bank App fails to conform to legal or regulatory requirements or consumer protection claims;

(b) investigating any claim that the Bank App breaches third party intellectual property rights, and for defending, settling or discharging such claim; and

(c) maintenance and support services for the Bank App. The Bank does not admit any liability in respect of these issues.

4.7 The Customer warrants that the Customer is not located in a country that is subject to a US Government embargo or is designated by the US Government as a "terrorist supporting" country, and the Customer is not listed on any US Government list of prohibited or restricted parties.

4.8 The Customer must comply with all third party service providers' terms of use (for example, software providers and network service providers) when using the Bank App.

4.9 The Bank has a right to withdraw or terminate the Customer's use of a Bank App or part thereof if a Bank App Distributor terminates its license with the Bank or ceases to perform any of its obligations under such license.

4.10 A Bank App may contain open source code and the Bank may be required to restate certain information in relation to the relevant open source code. The relevant Agreement of each Bank App shall, if applicable, include all information related to the relevant open source code.

5. DIGITAL CERTIFICATES

5.1 In connection with any Digital Certificates, the Bank will receive applications for, process, and issue, Digital Certificates and will implement security principles designed to ensure (to the extent reasonably possible) that:

(a) such access is secure from intrusion;

(b) the systems used by the Bank (to allow such access) are and remain available and reliable, operate correctly and are suited to performing their intended functions; and

(c) any Instruction the Customer gives the Bank to revoke any Digital Certificate is actioned as soon as reasonably practicable.

5.2 The Bank may continue to accept Instructions from Authorised Persons or via Host-to-Host so long as the relevant Digital

Certificate is Valid.

5.3 In addition to any other obligations the Customer has in relation to the Bank's Electronic Banking Channel, the Customer will only use Digital Certificates for the Customer's business, not personally and only in relation to the Services which allow access using Digital Certificates.

5.4 Digital Certificates provided by the Bank are subject to the following documents as amended from time to time which the Bank and the Customer are bound by:

- (a) *Certificate Policy* - the principal statement of policy governing the permitted uses and validity period of Digital Certificates; and
- (b) *Certification Practice Statement* - a statement of the practices employed in issuing digital certificates and providing digital certificate services, in order to establish the integrity and security of the digital certificate services.

5.5 If a conflict occurs between them, this Agreement takes precedence, followed by the Certificate Policy, followed by the Certification Practice Statement. If the conflict is still not resolved, the conflicting provisions are severed from the document lower in precedence.

5.6 The Customer will:

- (a) appoint and maintain at least one Authorised Person who has authority to:
 - (i) apply for the issuance of Subscriber Digital Certificates on the Customer's behalf and facilitate the issuance of Subscriber Digital Certificates to the Customer; and
 - (ii) send Communications to the Bank to suspend, revoke, renew or reinstate the Customer's Subscriber Digital Certificates;

5.8 The Bank may at any time reasonably vary the Bank Certificate Policy and the Bank Certification Practice Statement by notifying the Customer of it at least 30 Days before its effective date.

 J Trust Royal Bank